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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2007 by and between WRIGHT COUNTY SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL 238, and its affiliated local, the WRIGHT COUNTY SECONDARY ROAD EMPLOYEES, hereinafter referred to as the "union". Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for the Secondary Road Department regular full-time County Road Maintenance Employees, which excludes all supervisory and confidential employees as defined by the Act, including all Engineer's Assistants, E.E.O. Officer and Secretary.

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the Employer in all of its various aspects and to exercise all powers and duties granted the Employer by law.

ARTICLE 2
GRIEVANCE PROCEDURE

The investigation or processing of a grievance by the Union representative(s) shall be carried out in a manner which does not interfere with normal operations of the Employer. Time spent by an employee on a single complaint shall be without pay, unless permission is requested from the Employer in advance, and approved. A grievance is defined as an allegation that the Employer has violated an expressed provision of this agreement. Grievance forms shall be provided by the Union.

Time Limits: If a grievance is not presented within the time limits set herein, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and grievant. More than one (1) grievance may be heard by the same arbitrator only by mutual agreement of the parties.

Step 1- Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate Supervisor. The grievance shall be discussed orally, but the grievant shall state the provision(s) of this Agreement allegedly violated. Step 1 must be taken within seven

(7) calendar days of the incident. The immediate Supervisor shall have seven (7) calendar days to investigate the grievance and respond to it.

Step 2- If the disposition of grievance in Step 1 is not satisfactory to the grievant or Union, the Union shall make written report on a copy of the Grievance Form and submit it to the Engineer within seven (7) calendar days after the response from the Immediate Supervisor. The Engineer shall schedule a conference with the grievant and the Immediate Supervisor within ten (10) calendar days of receipt of the complaint. Following the aforesaid conference, the Engineer shall investigate the grievance, and respond to it in writing within ten (10) calendar days.

Step 3- If the disposition of the grievance in Step 2 is not satisfactory to the grievant or Union, the grievance may, within seven (7) calendar days after the receipt of the answer in Step 2, be appealed to the Chair of the Board of Supervisors. The Chair may schedule a conference with the grievant, Union representative and Engineer within fifteen (15) calendar days of receipt of the grievance. Following the conference, if held, the Chair shall respond to the grievance in writing within fifteen (15) calendar days of the meeting, if held, or within fifteen (15) calendar days of receipt of the grievance.

Step 4- If the grievance is not settled in accordance with the foregoing procedure, the Union may, within seven (7) calendar days after receipt of the answer in Step 3, invoke the impasse procedure for the purpose of selecting an arbitrator as specified in this Agreement.

ARTICLE 3 AUTHORITY OF ARBITRATOR

Selection of Arbitrator: The party referring the case to arbitration will within fifteen (15) calendar days after notifying the other party of its intent to proceed to arbitration, request the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators. The parties will select one arbitrator from the list by mutual agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss will determine which party strikes first. The fees and expenses of the arbitrator will be paid equally by the parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the employee or Union, and shall have no authority to make his/her decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his/her employment with the Employer, but not in excess of the period above defined.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustments, in any other case. No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement between the parties.

ARTICLE 4 SENIORITY

Seniority is defined as an employee's length of continuous service with the Employer since his/her last date of hire.

Any employee who started as a temporary employee and who becomes a regular employee shall have his or her temporary service counted toward seniority.

Employees who leave the bargaining unit to become supervisors, management or other excluded positions shall lose their seniority with the bargaining unit and if they re-enter the bargaining unit they shall start out as a new employee for the purpose of seniority only.

A temporary employee is defined as an employee hired to work 6 consecutive months or less.

A new employee shall serve a probationary period of six (6) months.

Newly hired employees will be started at an hourly rate of fifty cents (\$.50) less than the rate earned by regular employees performing the same type of work.

When an employee has completed three (3) months with the County he/she shall be given an increase of twenty-five cents (\$.25) per hour beginning the first pay period following three (3) months employment. At the completion of the probationary period the employee shall be paid at the rate of the job assigned provided for in Appendix A of this Agreement.

Seniority shall be broken if the employee quits, retires or is discharged for cause.

If an employee returns to work within six (6) months from leaving the County, their full prior seniority shall be applied except the time they were not working.

ARTICLE 5 TRANSFER/PROMOTION

Section 1: Vacancies: The Employer shall have sole discretion to fill a vacancy or vacancies. The Employer shall post notice of all vacancies and minimum qualifications of an applicant in a designated place for a period of five (5) working days before a vacancy or newly create job classification in the bargaining unit will be filled. Present employees shall have an opportunity to bid for such position and have their bid considered before qualified applicants outside the unit shall be considered by the Employer. When more than one employee is being considered to fill a vacancy with equal qualification, seniority shall rule. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification.

Section 2: Seniority Lists: The Employer shall prepare and post, on all existing bulletin boards used by the Secondary Road Employees a seniority list as defined in this Article. The lists shall be updated annually and shall contain the employees name classification and seniority date.

ARTICLE 6 REDUCTION IN FORCE AND RECALL

The reduction in force must be in a systematic manner. The layoff will be accomplished in the following sequence: probationary employees and seasonal employees first and finally permanent employees based upon their ability to perform required duties, and if such ability is equal, seniority shall rule.

Employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date. The seniority of an employee will terminate if the employee is laid off for a period exceeding six (6) months.

Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 7 LEAVES

Section 1: Military Leave: Employees will be granted military leave in accordance with state and federal law. Returning to work will be in accordance with current State and Federal law.

Section 2: Jury Duty: All probationary and regular full time employees shall be granted time off with pay for serving on jury duty. Employee shall be granted this time

off only for that part of the workday required by jury duty. Employees must report for work if released from duty before 12:30 p.m.

Section 3: Funeral Leave: All regular full time employees (including probationary employees) will be allowed time off with pay to attend funerals on the following schedule: up to five (5) days per occurrence for arrangement and attending the funeral of a wife, husband, child, mother, father, sister or brother; up to three (3) days off per occurrence of funerals of grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law; one day per occurrence shall be allowed to serve as an pallbearer. Employees may be granted up to two (2) additional days with the approval of the Employer. All funeral leave days to be taken from the employee's accumulated sick leave.

Section 4: Personal Leave: A working period of at least one hour to a maximum of three (3) days per calendar year, may be taken by a regular full time employee for emergency or personal reasons, or to conduct personal business that cannot be scheduled during non-working hours. Said period and reason for leave to be certified by the Secondary Road Foreman. All personal leave shall be taken from the employee's accumulated sick leave account.

Section 5: Holiday Leave: All regular full time employees shall be eligible for eight (8) hours of holiday pay for each observed holiday set forth below. When a holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on a Sunday, the following Monday shall be granted. Holidays observed are as follows:

New Years Day	Labor Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

All employees shall be eligible for one (1) floating holiday to be scheduled with the Engineer.

Section 6: Sick Leave: All regular full time employees (including probationary employees) shall be entitled to accrue sick leave with full pay at the rate of one and one-half (1 1/2) working days for each month of continuous employment, from the last date of hire, subject to the following conditions:

- a. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental or optical examination or treatment.
- b. Sick leave shall not be used for vacation leave.
- c. Sick leave shall not be taken in advance.

- d. In all cases where an employee has been absent on sick leave, he/she shall, immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item a where such absence exceeds five (5) working days. Such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at their discretion, require evidence of illness or other reason as defined in item a. above as deemed necessary, and in all cases, sick leave pay shall not be granted until approved by the Employer.
- e. Sick leave may be taken in increments of one (1) hour. Officially designated holidays falling within a period of sick leave can not be counted against sick leave.
- f. If an illness or injury extends beyond sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.
- g. While an employee is off on sick leave, vacation leave and sick leave shall continue to accrue as if the employee was at work.
- h. Failure on the part of an employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.
- i. An employee off work due to an injury or illness covered by Workers Compensation payments, may elect to supplement Workers Compensation payments with accumulated sick leave not covered by Workers Compensation. The employee's sick leave will be reduced by the appropriate amount of sick leave used.
- j. An employee may use up to five (5) days of accrued sick leave for illness or injury of a family member of their immediate family. The immediate family is defined as the spouse and children of the employee. Subsection a and d of this article apply.
- k. When an employee has reached sixty-two (62) years of age or above, and elects to retire, he/she may at that time be paid for unused sick leave, one dollar (\$1.00) per hour up to a maximum of two thousand dollars (\$2,000). This payment will also be made if death occurs while employed fulltime regardless of age.

Section 7: Leave Without Pay: Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer. The employee must request leave without pay in writing prior to the end of exhausting their leave accounts. The request shall be for the remaining period of disability. An employee granted leave with out pay shall not accrue any vacation, sick leave or other benefits.

Section 8: Vacation Leave:

Schedule of Years	Days per Month	Days per Year
0-1	1/2	6
2 nd year	0.834	10
3 rd through 7 th	1	12
8 th through 14 th	1 1/4	15
15 th through 19 th	1 1/2	18
20 th +	1 2/3	20

Employment is to be continuous for the purpose of computing vacation benefits. Vacation must be scheduled in advance through the foremen or Engineers office. An employee may not accumulate more than thirty (30) days of vacation.

ARTICLE 8 HEALTH AND SAFETY

All employees shall comply with all federal, state and local safety rules and regulations.

When an employee suffers an injury at work, a report of such accident shall be made within 24 hours to the head of the department or designee of which the injured individual is assigned. This report shall give all known details and circumstances pertaining to the injury and the names of witnesses if any.

OSHA Approved Footwear: Each employee is entitled to one (1) pair of OSHA approved footwear every two (2) years. The employee will be allowed One Hundred Twenty Five Dollars (\$125.00) for the period of July 1, 2007 to June 30, 2009, made payable upon submission of receipt in the County Engineer's Office. The employee must submit a receipt which includes verification of OSHA approved footwear.

Safety Glasses Employees will be reimbursed up to a maximum of one hundred dollars (\$100.00) every two (2) years toward the purchase of OSHA approved safety glasses.

ARTICLE 9 STEWARDS

The Employer recognizes the bargaining Unit's right to have Stewards. No more than three (3) employees will serve on the Union's negotiating committee. The 3 employees serving on the Union's negotiating committee will be in pay status if negotiations are scheduled during normal work hours. Any hours spent in negotiations outside of the employee's work hours are not compensable.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Hours: The work week will commence at 12:00 AM Sunday morning and extend until 12:00 PM on Saturday night. The normal working day will be eight (8) hours per day.

Overtime Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for work in excess of eight (8) hours in any work day. Work performed on Saturday or Sunday will be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate. Work performed on holidays will be paid at the rate of two and one-half (2 1/2) times the employee's straight time hourly rate. Employees will be allowed a minimum of two (2) hours pay when called out for overtime work.

Breaktime: All employees will be permitted to take a fifteen (15) minute break with pay during every four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible. All employees will be permitted a lunch period of thirty (30) minutes scheduled as close to the middle of the work day as possible.

ARTICLE 11 JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made hereto Exhibit A, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of the Agreement.

ARTICLE 12 INSURANCE

Article to read: Each eligible full-time employee will pay fifteen (\$15.00) per month toward the cost of the single health insurance premium. If an employee desires to cover his/her eligible dependents, he/she may do so by paying 25% of the dependent premium (family minus single premium). The remaining monthly premium for hospital and medical insurance will be paid by the County. The County shall retain the right to select the insurance coverage, However, in the event the employer elects to change insurance carriers, the new coverage shall provide comparable benefits as in effect on July 1, 2004. Employees may choose from among the three options as outlined in Appendix B.

The Employer will pay single and/or family premium for each eligible full-time employee for a dental insurance plan selected by the Employer.

ARTICLE 13 LONGEVITY

Employees are eligible for longevity pay according to the following schedule. Longevity pay increases will be effective with the pay period closest to July 1 of each year.

<u>After Years of Service</u>	<u>Cents per Hour</u>
1	.02
2	.03

3	.05
4	.06
5	.08
6	.09
7	.11
8	.12
9	.14
10	.15
11	.17
12	.18
13	.20
14	.21
15	.23
16	.24
17	.26
18	.27
19	.29
20	.30
21	.32
22	.33
23	.35
24	.36
25	.38

ARTICLE 14

RULES

The Union shall be given a copy of the Employer's work rules prior to their effective date.

ARTICLE 15

DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Employer will enclose with the deduction a seniority list of unit employees indicating those employees for which dues have been deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 16
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2007 and shall continue to remain in full force and effect until its expiration on June 30, 2008.

Signed this 29 day of JANUARY, 2007.

FOR THE EMPLOYER:

Stan Watne
[Signature]

FOR THE UNION:

[Signature]
Dennis Duggel
Jim Ahrens

Rick Cwillett
Teamsters Local 238

EXHIBIT A
JOB CLASSIFICATIONS AND STRAIGHT TIME WAGE RATES

<u>Classification</u>	<u>Hourly Wage Rate</u>
Leadman	16.63
Heavy Equipment Operator (Snowblower, telescope, backhoe, dozer and boom truck)	16.53
Patrol Operator	16.53
Truck Driver	16.43
Bridge Crew	16.43
Mechanic	17.05
Shop Foreman/Lead Mechanic	17.57
Bridge/Sign Foreman	17.57
New Hires (see Article 4)	-.50

Pay Period: Pay period shall be every two (2) weeks.

APPENDIX B

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Deductible – Single	250	500	1000
Deductible – Family	500	1000	2000
Coinsurance – PPO	80%	80%	80%
Coinsurance – Non PPO	60%	60%	60%
OPM – Single	750	1250	1500
OPM – Family	1500	2500	3000
Physician Office Visit	20%	20%	20%
Prescription Drugs			
Deductible \$50/\$100			
Generic	10	10	10
Brand Name (Formulary)	20	20	20
Brand Name (Non-Formulary)	45	45	45
Premium effective July 1, 2007			
Single	499.67	474.88	463.00
Family	1097.33	1047.75	1024.00
Employee contribution			
For dependent coverage	149.42	*99.84	**76.09
25% of Family minus Single			

- $1097.33 - 1047.75 = 49.58$; $149.42 - 49.58 = 99.84$
- ** $1097.33 - 1024.00 = 73.33$; $149.42 - 73.33 = 76.09$